

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the Water & Sewer Maintenance Agreement w/ Letter of Credit for the project knowns as Lansdowne

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve release of the original Water and Sewer Maintenance Agreement with Letter of Credit #F846407 in the amount of \$20,965.00.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water & Sewer Division: Release Maintenance Agreement with Letter of Credit #F846407 dated May 9, 2005 (M/I Homes) in the amount of \$20,965.00 for the water and sewer which was accepted by Submission Memorandum into County Records for the project known as Lansdowne.

STAFF RECOMMENDATION:

Staff recommends the Board approve and release the original Water and Sewer Maintenance Agreement with Letter of Credit #F846407 in the amount of \$20,965.00.

ATTACHMENTS:

1. Request for Release of Maint Agreement

Additionally Reviewed By: No additional reviews



Columbus/Cincinnati, Ohio

Indianapolis, Indiana

Tampa Bay/Orlando/West Palm Beach, Florida

Charlotte/Raleigh, North Carolina

Washington, D.C.

May 18, 2007

Mrs. Becky Noggle
Seminole County
Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

RE: Maintenance Agreement w/ LOC

Project Name: Lansdowne
LOC # F846407
Amount: \$20,965.00
District #5

Dear Becky:

M/I Homes requests that the letter of credit for the Lansdowne subdivision # F846407 in the amount of \$20,965.00 be returned. Please contact me with any questions.

Sincerely,

Andon Calhoun
Land Development Manager/Project Controller
M/I Homes of Orlando, LLC

ENVIRONMENTAL SERVICES DEPARTMENT



May 9, 2007

M/I Homes of Orlando
300 Colonial Center Pkwy.
Suite 200
Lake Mary, FL 32746

Re: Maintenance Agreement w/ Letter of Credit

Project Name: Lansdowne
LOC# F846407
Amount: \$20,965.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 5/04/07 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of 5/04/07, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance LOC may be released as required by the Land Development Code.

Please send request for release of Letter of Credit on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 9 day of May, 2005, between M/I Homes of Orlando, LLC, hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as Lansdowne, as recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated September 13, 2004 (as subsequently revised or amended on _____, 20____) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from May 9, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. FS4007 issued by SunTrust Bank, in the sum of Twenty Thousand Nine Hundred Sixty Five DOLLARS (\$20,965.00).

NOW, THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors, and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Twenty Thousand Nine Hundred Sixty Five DOLLARS (\$20,965.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from May 9, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure to the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

237 S. Westmonte Dr. Suite 111
Address
Altamont Springs, FL 32714

[CORPORATE SEAL]

M/I Homes of Florida, LLC (PRINCIPAL)

By: [Signature] (Signature)

Its Land Development Manager (Title)

WITNESSES:

DEPARTMENT OF ENVIRONMENTAL SERVICES
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]
Utilities Manager

Date: 5/23/05

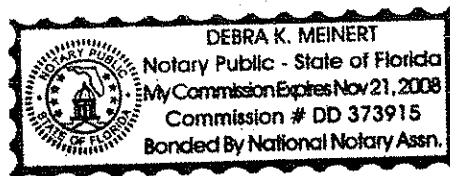
Within authority delegated by
the County Manager pursuant to
Resolution No. 97-R-66 adopted
March 11, 1997 and further
delegated by Memorandum dated
March 27, 1997, Re: Streamlining
of Development-Related Agenda
items and approved on April 2,
1997.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 23 day of May, 2005, by
Gary Lee Rudolph, the Utilities Manager of SEMINOLE COUNTY, a political subdivision of the State of Florida, on
behalf of the County. He/she is personally known to me or has produced _____ as identification.

[Signature]

NOTARY SEAL



SUNTRUST

IRREVOCABLE LETTER OF CREDIT F846407

ISSUANCE DATE: MAY 12, 2005

ISSUING BANK:
SUNTRUST BANK
25 PARK PLACE, 16TH FLOOR, MC-3706
ATTN: STANDEY MC DEPT.
ATLANTA, GA 30303

BENEFICIARY:
SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

RE: IRREVOCABLE LETTER OF CREDIT NO. F846407
EXPIRY DATE: SEPTEMBER 30, 2007

BY ORDER OF M/I HOMES OF ORLANDO, LLC, 3 EASTON OVAL, SUITE 500, COLUMBUS, OHIO 43219 WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON SUNTRUST BANK UP TO AN AGGREGATE AMOUNT OF \$20,965,00.00 (TWENTY THOUSAND NINE HUNDRED SIXTY FIVE AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT "THE MAINTENANCE AGREEMENT DATED MAY 9, 2005 BETWEEN M/I HOMES OF ORLANDO, LLC AND SEMINOLE COUNTY IS IN DEFAULT."

THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT. IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE MAINTENANCE AGREEMENT WITH M/I HOMES OF ORLANDO, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE MAINTENANCE AGREEMENT DATED MAY 9, 2005 AND THE COMPLETION OF M/I HOMES OF ORLANDO,

SUNTRUST

IRREVOCABLE LETTER OF CREDIT F846407

PAGE 2

LLC OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT SUNTRUST BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE MAINTENANCE AGREEMENT DATED MAY 9, 2005, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500.

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK
ATTN: STANDBY LC DEPT. MC: GA-ATL-3706
200 SOUTH ORANGE AVENUE
ORLANDO, FL 32801

OR

SUNTRUST BANK
25 PARK PLACE, 16TH FLOOR, MC 3706
ATTN: STANDBY LC DEPT.
ATLANTA, GA 30303

SUNTRUST BANK


JON CONLEY
MANAGER/VP